

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

	X	
	:	
In Re Terrorist Attacks on September 11, 2001	:	03 MDL 1570 (RCC)
	:	ECF Case
	X	
	:	
FEDERAL INSURANCE CO., et al.,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	Case No. 03-CV-6978 (RCC)
AL QAIDA et al.,	:	ECF Case
	:	
Defendants.	:	
	X	

**CONSENT MOTION AND STIPULATION AS TO SERVICE OF PROCESS
AND EXTENSION OF TIME**

WHEREAS, on or about May 26, 2004, plaintiffs attempted to effect service of process upon DMI Administrative Services S.A. ("DMI S.A.") in Geneva, Switzerland; and

WHEREAS, on or about May 26, 2004, plaintiffs attempted to effect service of process upon Islamic Investment Company of the Gulf (Sharjah) ("IICGS") in or around Sharjah, the United Arab Emirates; and

WHEREAS, plaintiffs, DMI S.A., and IICGS have had discussions pursuant to which the aforementioned parties have agreed to avoid motion practice regarding the validity and effectiveness of such attempted service, the parties having conferred hereby move the Court to adopt this Stipulation as to Service of Process and Extension of Time to Respond.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between counsel to the respective parties, that the time for IICGS to answer or otherwise respond to the First Amended Complaint shall be extended to and through September 10, 2004.

IT IS FURTHER HEREBY STIPULATED AND AGREED that the time for DMI S.A. to answer or otherwise respond to the First Amended Complaint shall be extended to and through September 17, 2004.

IT IS FURTHER HEREBY STIPULATED AND AGREED that plaintiffs' response to DMI S.A.'s and IICGS' responsive pleadings, if any, shall be served within sixty days of receipt of same from defendant's counsel; and that defendants shall file reply papers within fourteen days of receipt of plaintiffs' opposing papers, if any.

IT IS FURTHER HEREBY STIPULATED AND AGREED that DMI S.A. and IICGS hereby and permanently waive, before this Court and/or any other United States Court in any United States jurisdiction in which proceedings in this action may take place, any and all objections to the form, method, and effectiveness of the service attempted to be effected upon it in this action by plaintiffs, and specifically agree that this service of process and this stipulation will constitute sufficient service of process under the Hague Convention and waive all arguments to the contrary.

IT IS FURTHER HEREBY STIPULATED AND AGREED that DMI S.A. and IICGS hereby and permanently waive, in any proceeding taking place outside of the United States related to this action, any and all arguments or claims that the form, method, and effectiveness of the service attempted to be effected upon it in this action by plaintiffs was defective or improper in any way.

IT IS FURTHER HEREBY STIPULATED AND AGREED that this Stipulation is entered into without prejudice to the ability of IICGS to move the Court for an additional extension of time upon or prior to September 10, 2004, to the ability of DMI S.A. to move the Court for an additional extension of time upon or prior to September 17, 2004, and/or to any objections that plaintiffs may make to such a motion.

IT IS FURTHER HEREBY STIPULATED AND AGREED that the parties hereto
reserve all rights and defenses not specifically addressed hereby.

Dated: New York, New York
July ~~27~~ 2004

Respectfully submitted,

COZEN O'CONNOR

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*DMI Administrative Services S.A. and Islamic
Investment Company of the Gulf (Sharjah)*